



Health Services
LOS ANGELES COUNTY

March 13, 2007

**Los Angeles County
Board of Supervisors**

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*To improve health
through leadership,
service and education.*



www.ladhs.org

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AGREEMENT WITH THE RADISSON HOTEL – LOS ANGELES
WESTSIDE FOR SPACE AND CATERING SERVICES FOR THE
DEPARTMENT OF HEALTH SERVICES' PATIENT SAFETY SEMINAR
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and delegate authority to the Director of Health Services, or his designee, to sign an Agreement with the Radisson Hotel – Los Angeles Westside for space and catering services for the October 16-17, 2007 Department of Health Services' Patient Safety Seminar, at a total estimated net County cost not to exceed \$50,000, on condition that County Counsel and Chief Administrative Office approval is obtained prior to the execution of the Agreement.
2. Delegate authority to the Director of Health Services, or his designee, to sign substantially similar Agreements with similar hotel sites and services, not to exceed \$50,000 per occasion, subject to available Department of Health Services' funding, through December 31, 2010, with prior approval of County Counsel and the Chief Administrative Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving the recommended actions, the Board is authorizing the Director of Health Services to sign an Agreement with the Radisson Hotel – Los Angeles Westside (Radisson) to guarantee the rates for space, consisting of hotel rooms, and catering services to conduct the October 16-17, 2007 Department of Health Services' (DHS) Patient Safety Seminar, coordinated by the DHS Quality Improvement Program and Patient Safety Program (DHS/QIPS) and the DHS Patient Safety Committee.

Additionally, the Board is delegating authority to the Director of Health Services to sign substantially similar Agreements through December 31, 2010 to conduct successive Patient Safety Seminars based on available funding and upon approval by County Counsel and the Chief Administrative Office.

FISCAL IMPACT/FINANCING:

The estimated total cost of the Agreement is \$50,000. The final cost will be determined by the number of attendees which will range from 200-250 people. Additionally, DHS will submit a grant proposal to the Agency for Healthcare Research and Quality for Small Grant Program. If the grant is awarded, DHS will

apply the grant funds to offset the costs. Funding to cover training and seminars is included in the Health Services Administration Fiscal Year 2006-07 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In recent years, organizations such as The Joint Commission (previously known as the Joint Commission on Accreditation of Healthcare Organizations) have placed increasing emphasis on patient safety and the reduction of medical errors. Beginning in 2004, The Joint Commission developed a core set of National Patient Safety Goals designed to improve the quality and safety of care provided in health care facilities. These goals require facility compliance as part of the tri-annual survey for accreditation. Facilities must show compliance with these goals, not only during the accreditation survey, but also through a historical record of compliance. Communicating new patient safety requirements and recommendations from the Joint Commission and other sources, as well as the methods by which compliance is obtained, is a focus of DHS/QIPS and the DHS Patient Safety Committee. Additionally, the seminar will assist all facilities in maintaining continuous Joint Commission and regulatory compliance.

With your Board's approval, two similar seminars were conducted in May 2005 and October 2006. Both seminars were successful and fully met program objectives. At the October 2006 seminar, 95% of the approximately 200 participants reported that the seminar was worthwhile while 75% reported that they would change their patient safety practices as a result of the seminar.

The seminar is open to DHS employees and will specifically target facility leadership, managers, supervisors, patient care providers and patient safety leaders. Priority registration will be granted to DHS staff. However, if registration is less than expected, registration will open to public/private partnership staff and staff working in non-DHS health centers and local area hospitals. Seminar attendees are expected to participate in the entire seminar and obtain permission to attend the seminar from their supervisor. Attendees will receive continuing medical education (CME) units. Meals and beverages will be served during the seminar to maximize staff participation and involvement in patient safety education. Seminar activities will be scheduled throughout the day including meal times. Exhibit I provides the seminar discussion topics.

DHS staff will not be charged for attendance at the event. Staff from outside DHS will be charged the full per person cost for the event. The seminar will provide 11.5 CME units at an estimated cost of \$27.12 to \$30.28 per person per CME. Similar seminars generally charge approximately \$58.73 per person per CME. Excluding travel expenses, a similar seminar held by an outside organization would cost the County between \$82,191 and \$111,837.

Fifteen rooms will be blocked for use by seminar speakers for two nights. The Radisson has agreed to reduce the rate by \$50 per night for each blocked room, so that the per room, per night rate will be \$119.

The Agreement with the Radisson contains a liquidated damages provision that requires the County to pay all or part of the full agreement obligation in the event that the seminar is canceled. The assessed damages range between \$6,373.00 and \$25,490.00. However, DHS does not anticipate canceling the seminar as all past conference have been popular and well attended.

Section 5.40.097 of the Los Angeles County Code permits departments to purchase food and beverages for official functions and meetings authorized by the Director up to \$500 per occasion with a maximum of

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\$5,000 per year. The estimated amount required to provide food and beverages for this event exceeds this limit.

CONTRACTING PROCESS:

The Radisson was chosen after reviewing the availability and prices of County-owned facilities and privately operated hotels in the Beach Cities, Downtown, and San Gabriel Valley Region. None of the County-owned facilities were able to accommodate the size and requirements of the function for both days. The Radisson was chosen as the preferred site because of its central location, competitive price and ease of transportation for speakers and employees.

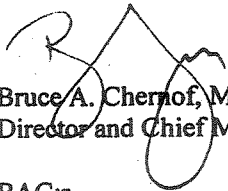
Exhibit I provides additional information.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The seminar will provide vital information to DHS staff on patient safety.

Upon approval by the Board of Supervisors, the Executive Officer, Board of Supervisors is requested to return three adopted copies of this letter to DHS.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:r
Patient Safety Seminar.rf.wpd

Attachments (2)

DEPARTMENT OF HEALTH SERVICES' PATIENT SAFETY SEMINAR

OCTOBER 16-17, 2007

SEMINAR TOPICS

2007 and 2008 Joint Commission National Patient Safety Goals

Use of the Patient Safety Net to Identify and Correct Weaknesses in the Healthcare System

Disruptive Clinician Behavior

Emotional Support to Healthcare Providers Following an Unanticipated Patient Outcome

Current Activities of the DHS Patient Safety, Intensive Care Unit Best Practices, Emergency Department Best Practices and Anesthesia Best Practices Committees

Patient Safety in the Ambulatory Setting

Patient Safety Culture

Medication Safety

Health Literacy, Cultural Competency, and Patient Involvement

Effects of Fatigue on Healthcare Providers

Consumer Perspective on Errors

DHS Patient Safety Award Winners

Report from Institute for Health 5 Million Lives Campaign

Current Patient Safety Initiatives at Each Facility

Patient Safety Vendor Products



RADISSON HOTEL
LOS ANGELES WESTSIDE

GROUP SALES AGREEMENT

Revised 02/21/07

The following represents an agreement between Radisson Hotel Los Angeles Westside and LADHS Patient Safety Conference

ORGANIZATION: The County of Los Angeles, on behalf of its Department of Health Services LADHS Patient Safety Conference

CONTACT NAME: Ms. Elizabeth Augusta

ADDRESS: 313 North Figueroa Street, Room 703
Los Angeles, CA 90012

PHONE: (213) 482-3895

E-MAIL ADDRESS: laugusta@ladhs.org

NAME OF EVENT: LADHS Patient Safety Conference

PROGRAM DATES: October 16-17, 2007

GROUP ROOM RATES

Hotel confirms the following net, non-commissionable group rates, plus applicable state and local taxes, currently 12.045%, in effect at the time of check in:

Room Types	Single Rate	Double Rate	Triple Rate	Quad Rate
Traditional King or Db/Dbi	\$119.00	\$119.00	\$129.00	\$139.00

ROOM BLOCK

The Hotel agrees that it will provide LADHS Patient Safety Conference 30 room nights set forth in the pattern below

Room Types	Monday 10/15/2007	Tuesday 10/16/2007	Wednesday 10/17/2007
Traditional King or Db/Dbi	15	15	Check Out

RESERVATION METHOD

Reservations will be made by: **Rooming List**

- Please fax a rooming list to the hotel @ 310-649-6566 no later than **September 15, 2007**. Reservations requested after this cut-off date will be subject to availability and at the hotel's best available rate at the time of the request.
- Please be sure to include name of attendees, arrival and departure dates, and the times of arrival and departure.
- Cancellations must be received 24 hours prior to arrival or 1 night room and tax will be assessed.

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda, Hotel will provide LADHS Patient Safety Conference the following special concessions:

- **Complimentary Shuttle Service to/from LAX**
- **Discounted self parking for local event attendees**

FUNCTION INFORMATION EVENT AGENDA

Based on the requirements outlined by LADHS Patient Safety Conference, the Hotel has reserved the function space set forth on the below Function Information Event Agenda.

Day	Date	Start Time	End Time	Function	Setup	Agf
Tuesday	10/16/2007	7:00 AM	8:00 AM	Continental Breakfast	Flow	200
	10/16/2007	7:00 AM	8:00 AM	Registration	Registration	
	10/16/2007	8:00 AM	12:00 AM	Exhibits	Diagram	
	10/16/2007	8:00 AM	5:00 PM	General Session	Classroom	200
	10/16/2007	10:00 AM	10:30 AM	Break	Flow	200
	10/16/2007	12:00 PM	1:00 PM	Lunch	Flow	200
	10/16/2007	2:30 PM	3:00 PM	Break	Flow	200
Wednesday	10/17/2007	7:00 AM	8:00 AM	Continental Breakfast	Flow	200
	10/17/2007	7:00 AM	8:00 AM	Registration	Registration	
	10/17/2007	8:00 AM	5:00 PM	Exhibits	Diagram	
	10/17/2007	8:00 AM	5:00 PM	General Session	Classroom	200
	10/17/2007	10:00 AM	10:30 AM	Break	Flow	200
	10/17/2007	12:00 PM	1:00 PM	Lunch	Flow	200
	10/17/2007	2:30 PM	3:00 PM	Break	Flow	200

FOOD AND BEVERAGE ATTRITION

LADHS Patient Safety Conference agrees that it will provide a minimum food and beverage revenue of **\$21,900.00**, exclusive of applicable service charges and taxes, as part of the Program. If LADHS Patient Safety Conference provides less food and beverage revenue, it agrees to pay Hotel the difference between what was actually spent on food and beverage as part of the event and the food and beverage minimum, plus the set up fees.

FOOD AND BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel. All food and beverage prices are subject to a 20% service charge and an 8.25% state tax, subject to change without notice. [Please note that the service charge is taxable.]

GUARANTEE

A valid credit card authorization form must be submitted in order to guarantee this booking. A front and back copy of the credit card is required.

PAYMENT INFORMATION

As per this agreement, the following method(s) of payment will be utilized for the group: (Please Choose One)

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> Advance Deposit | <input type="checkbox"/> Direct Bill Room & Tax | <input type="checkbox"/> Direct Bill Banquet | <input type="checkbox"/> Direct Bill Parking |
| <input type="checkbox"/> Direct Bill All Charges | <input type="checkbox"/> Credit Card Room & Tax | <input type="checkbox"/> Credit Card Banquet | <input type="checkbox"/> Credit Card Parking |
| <input type="checkbox"/> Credit Card All Charges | | | |

ADVANCE DEPOSIT: An Advance Deposit in the amount of **\$3,250.00** is due at contract signing. The Estimated Remaining Balance is due no less than 72 hours prior to arrival. In the event the Hotel does not receive such prepayment, the Hotel shall have the option of releasing your space by providing you with written notice, and you will remain liable for any cancellation and other similar charges provided in this Agreement.

DIRECT BILLING: If you wish to establish credit with the Hotel for the purpose of direct billing a portion of your program through the use of a Master Account for any of the above listed events, you agree that the Hotel may review any available credit reporting services and will attempt to confirm your credit based on such sources. A minimum of (2) Hotel References must be provided. **PAYMENT OF DIRECT BILLING:** Subject to the approval of credit by the Hotel, authorization to direct bill may be issued and payment will be required 30 days upon receipt of an invoice from the Hotel. For any charges that remain unpaid after thirty (30) days from the date of the invoice, a late payment charge equal to the less of 1½% per month, or the highest rate permitted by law, shall be applied on the remaining balance until paid in full. We request that you review your Master Account with the Hotel Accounting Department prior to your departure.

CREDIT CARD: A valid credit card authorization form must be submitted in lieu of Direct Billing or Advance Deposit. A front and back copy of the credit card being used is also required. This card will be charged 72 hours prior to arrival if full payment has not already been received. In the unlikely event the card would be declined, another method of payment must be received at that time.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INSURANCE

The Hotel and the Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities, which may reasonably arise out of or result from the respective obligations pursuant to this contract.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

AFFIRMATIVE ACTION

Davidson Hotel Company is an equal opportunity employer. All federal EEO and affirmative action requirements in race, sex, religion, nation origin, handicap and Veteran status, veterans or disabled veterans status as found in 41CFR 60-1.4, 60-250.4 and 60-741.4 are herein incorporated by reference.

AMERICANS WITH DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group for use in sleeping rooms and public areas of the hotel, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and series (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by the group, other than those types and quantities typically maintained by the Hotel.

ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be resolved through non-binding mediation and/or binding arbitration conducted in accordance with the rules of the American Arbitration Association or JAMS in the State in which the Hotel is located. The law of the State in which the hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with the Hotel's efforts to collect monies owed under the terms of this agreement.

COMPLIANCE WITH LAWS

Group agrees to comply with all applicable U.S. federal, state and local laws governing the agreement and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

WAIVER

If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract.

FEES FOR ADDITIONAL SERVICES

The hotel provides a variety of facilities and services not specifically described in this contract, which are available to groups and individuals at additional charge. A list of the hotel's pricing for these facilities and services is available to individual guests upon request.

PROMOTIONAL CONSIDERATIONS

We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically references any name or logo of the Radisson Hotel Los Angeles Westside.

SECURITY

We have no insurance for and are not responsible for any loss or damage to your property. If required, in our sole judgment, or order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons. For the safety of persons and property, no fireworks or incendiary devices may be used indoor at the hotel. Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations including all provisions of the Patriot Act and regulations of the U.S. Department of Homeland Security and the Office of Foreign Assets Control. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.

PARKING

Self-Parking is available for \$15.00 per vehicle, per day for overnight guests. Local event attendees will receive discounted self parking of \$8.00 per vehicle, per day. Please advise the Hotel if you would like to post these charges directly to your Master Account. The Hotel is not responsible for losses or damages to vehicles or its contents.

CANCELLATION

In the unlikely event that you should decide to cancel this event at any time after execution of this Agreement, the following cancellation charges will apply, which are not a penalty and represents a reasonable effort by the Hotel to establish its loss prospectively and are liquidated damages:

Date of Signature to 190 days prior to arrival	\$ 6,373.00	(25% total revenue)
189 days to 91 days prior to arrival	\$12,745.00	(50% total revenue)
90 days to 31 days prior to arrival	\$19,118.00	(75% total revenue)
30 days prior to arrival	\$25,490.00	(100% total revenue)

These payments may be subject to the applicable taxes. Such payment shall be made by certified check or wire transfer and shall accompany your notice of the exercise of this cancellation option. Any attempted exercise of this right without the inclusion of payment, as set forth above, shall be invalid. Proper notice of cancellation is not default rather an exercise of a right under this Agreement to cancel this Agreement without any further obligations.

SIGNATURE

This contract, with exhibits attached (if any) constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Group.

The undersigned represent that they are authorized to sign and enter into this contract.

Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

SIGNATURES

Approved and authorized by the County of Los Angeles.

Name: Bruce A. Chernof, M.D.

Signature: _____

Title: Director and Chief Medical

Date: _____

Approved and authorized by Hotel:

Name: Heywan Zewdie

Signature: _____

Title: Group Sales Manager

Date: _____

Contract Void if Not signed and returned by **March 15, 2007**.

Board letter patient safety 2007 radisson sales agreement 02.23.07